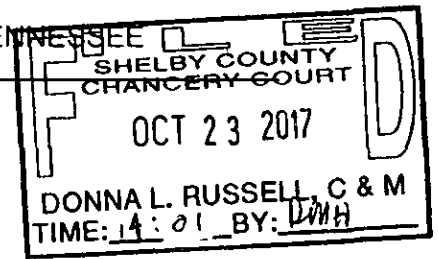


# COMPOSITE EXHIBIT A

IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE



RICHARD LAWRENCE, Individually,  
JOYCE D. STONE, Individually and as Trustee of  
the STONE FAMILY REVOCABLE TRUST,

PLAINTIFFS,

VS

AAMCO TRANSMISSIONS, INC.,

DEFENDANT

NO. CH-17-1553

~~JURY DEMANDED~~

Part III

---

**COMPLAINT FOR INJUNCTION AND FOR MONEY DAMAGES**

---

Come now the plaintiffs, Richard Lawrence, Joyce D. Stone, and the Stone Family Revocable Trust, and sue the defendant, AAMCO Transmissions, Inc., (hereinafter referred to as "ATI") and for cause of action would show unto the Court as follows:

**JURISDICTION AND VENUE**

1. That at all times pertinent hereto, plaintiff, Richard Lawrence, was a resident citizen of Tennessee and plaintiff, Joyce D. Stone, was a resident citizen of Tennessee and a Trustee of the Stone Family Revocable Trust, and were the owners of real property in Shelby County, Tennessee which is the subject of this Complaint.

2. The defendant, AAMCO Transmissions, Inc. (ATI), is a foreign corporation doing business in Tennessee, but said corporation's authority to do business in Tennessee has been revoked.

**FACTS**

3 That Richard Lawrence and Joyce D. Stone purchased real property in Memphis, Shelby County, Tennessee known municipally as 2439 Covington Pike, Memphis,

Tennessee 38128 on November 1, 1990. A copy of the Warranty Deed for said purchase is attached hereto as Exhibit A.

4. That Joyce D. Stone conveyed her interest in said property to the Stone Family Revocable Trust on June 9, 2015. A copy of said Deed is attached hereto as Exhibit B.

5. Plaintiffs would further show that Lessees, Richard Lawrence, individually, and Trans-Fishing, Inc., d/b/a AAMCO Transmissions, entered into a lease agreement with Richard Lawrence and Joyce D. Stone as Lessors for the lease of the real property known as 2439 Covington Pike in order to operate an AAMCO Transmission shop.

6. Plaintiffs will further show that Richard Lawrence, individually and as Trans-Fishing, Inc. d/b/a AAMCO Transmissions, defaulted on said lease. On July 10, 2017 Joyce D. Stone, as Lessor, gave notice to Richard L. Lawrence, franchisee, and as Trans-Fishing, Inc. d/b/a AAMCO Transmissions, that its lease for the property known as 2439 Covington Pike, Memphis, Tennessee was being canceled due to failure to pay rent. A copy of said letter of cancellation is attached hereto as Exhibit C.

7. Plaintiffs would further show that on July 27, 2017 Richard Lawrence and Joyce D. Stone, Trustee of the Stone Family Revocable Trust, as landlord, entered into a lease agreement with Safelite Fulfillment, Inc. for the lease of the property known as 2439 B Covington Pike, Memphis, Tennessee for a period of five (5) years commencing on October 1, 2017. Said lease provides for total rental of Two Hundred Six Thousand, Five Hundred and 00/100 (\$206,500.00) Dollars, plus additional rent for common area expenses. Said lease also provides for two (2) additional five (5) year options with a rent increase for each option.

8. Plaintiffs will show that the Defendant unlawfully contacted its tenant, Safelite, accusing Safelite of tortiously interfering with the Defendant's franchise agreement, a copy of said letter is attached hereto as Exhibit D. It must be noted that Joyce D. Stone and the Stone Family Revocable Trust has no interest whatsoever in said franchise agreement with the Defendant. Defendant was fully aware of the Stone Family Revocable Trust ownership interest in said real property. Plaintiffs have full right to lease their property to whomever they choose.

9. Plaintiffs would further show that the actions of the Defendant have tortiously interfered with their contractual rights with their lessee, Safelite, as Plaintiffs have been notified by Safelite that it will not proceed with the lease until Defendant rescinds the claim it has made against Safelite in its letter of July 31, 2017.

10. Your Plaintiffs would further show that they have been damaged by the unlawful action of the Defendant which contacted Plaintiffs' tenant directly and tortiously interfered with Plaintiffs' lease agreement with Safelite Fulfillment, Inc. and will further show that Defendant directly interfered with the business relations of the landlord and Plaintiffs in its attempt to lease its property.

11. Plaintiffs will further show that they have contacted the Defendant and requested it to rescind its threatening letter to the lessee, Safelite, which it has refused to do and as a result Plaintiffs' tenant has instructed Plaintiffs that it will not occupy the premises until such letter is rescinded. See email dated August 11, 2017 attached hereto as Exhibit E and letter dated October 4, 2017 attached as Exhibit F.

12. Plaintiffs will show that they have incurred damages and that said damages are accruing daily for loss of rent and approximately Two Hundred Fifty Thousand and

00/100 (\$250,000.00) Dollars in improvements that the lessee, Safelite, had agreed to make in accordance with said lease.

**WHEREFORE, PREMISES CONSIDERED,** Plaintiffs, RICHARD LAWRENCE, JOYCE D. STONE, and The STONE FAMILY REVOCABLE TRUST, pray:

1. That proper process issue and be served upon the Defendant, AAMCO Transmissions, Inc., requiring it to answer the Complaint filed herein.
2. That Plaintiffs have a judgment over and against the Defendant for actual damages, compensatory damages, plus interest.
3. That Plaintiffs have a judgment over and against the Defendant for the reasonable loss of use of their property at 2439 Covington Pike, Memphis, Tennessee 38128.
4. That the Court enjoin the Defendant both temporarily and permanently from interfering with Plaintiffs' lease agreement with Safelite Fulfillment, Inc. for the property known as 2439 Covington Pike, Memphis, Tennessee, and/or any other lessee to which Plaintiffs may undertake to lease said property.
5. That Plaintiffs be awarded their attorney fees.
6. That Plaintiffs be awarded such other relief as justice may require.

Respectfully submitted,

THE-BAER FIRM



DENNIS R. BAER #7860  
Attorney for Plaintiffs  
200 Jefferson Ave., #725  
Memphis, TN 38103  
901-525-7316

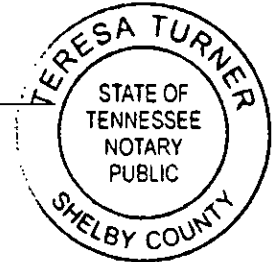
STATE OF TENNESSEE  
COUNTY OF SHELBY

I, RICHARD LAWRENCE, Individually, do make oath and state that the facts and things contained in the foregoing document are true and correct to the best of my knowledge, information and belief.

Richard Lawrence  
RICHARD LAWRENCE

SWORN TO AND SUBSCRIBED before me this the 20 day of  
October, 2017  
Sept 13, 2020  
MY COMMISSION EXPIRES

Teresa Turner  
NOTARY PUBLIC



Commission Expires Sept. 13, 2020

STATE OF TENNESSEE  
COUNTY OF SHELBY

I, JOYCE STONE, Individually, do make oath and state that the facts and things contained in the foregoing document are true and correct to the best of my knowledge, information and belief.

Joyce Stone  
JOYCE STONE, Individually

SWORN TO AND SUBSCRIBED before me this the 20<sup>th</sup> day of  
October, 2017  
Sept 13, 2020  
MY COMMISSION EXPIRES

Teresa Turner  
NOTARY PUBLIC



Commission Expires Sept. 13, 2020

STATE OF TENNESSEE  
COUNTY OF SHELBY

I, JOYCE STONE, Trustee of the STONE FAMILY REVOCABLE TRUST, do make oath and state that the facts and things contained in the foregoing document are true and correct to the best of my knowledge, information and belief.

Joyce Stone  
JOYCE STONE, TRUSTEE of the  
STONE FAMILY REVOCABLE TRUST

SWORN TO AND SUBSCRIBED before me this the 20<sup>th</sup> day of  
October, 2017  
Sept 13, 2020  
MY COMMISSION EXPIRES

Teresa Turner  
NOTARY PUBLIC



Commission Expires Sept. 13, 2020

FIAT

To the Clerk of the Court:

1. Set a hearing on Plaintiffs' application for an injunction for the 2<sup>nd</sup> day of Nov, 2017 at 3:00 o'clock P M.

2. Issue a Temporary Restraining Order enjoining the Defendant, AAMCO Transmissions, Inc. from interfering with the Plaintiffs' lease agreement with Safelite Fulfillment, Inc. or any other lessee of the real property known as 2439 Covington Pike, Memphis, Tennessee pending further orders of this Court.

Walter L. Evans  
CHANCELLOR **BY INTERCHANGE**

10/23/17  
DATE

Tom Leatherwood, Shelby County Register of Deeds: Instr. # BY0770

PLEASE RETURN RECORDED WARRANTY DEED TO: RICHARD L. LAWRENCE, JR., ATTORNEY AT LAW, 1045 SOUTH MAIN STREET, MEMPHIS, TN 38103

This instrument prepared by: W. David Dickson, Attorney, P. O. Box 3073, Memphis, TN 38103

BY 0770

## CORPORATE FORM

THIS INDENTURE, made and entered into this 1st day of November, 1990by and between Memphis Carwash, Inc.a corporation organized and existing under and by virtue of the laws of the State of Tennessee

party of the first part, and

Richard L. Lawrence, and Joyce D. Stone

of the second part  
 WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said part Y of the second part the following described real estate, situated and being in Memphis County of Shelby State of Tennessee

Lot 3, Covington Pike Commercial Center Subdivision, as shown on plat of record in Plat Book 80, page 33, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said lot.

Being the same property conveyed to the grantor by Warranty Deed of record in Instrument BT 0753.

Tax ID No. 088-032-138

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto said part Y of the second part, his heirs, and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said part Y of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except for the 1991 City and County taxes, subdivision restrictions, building lines and easements of record in Plat Book 80, page 3, Plat Book 80, page 33 and Instrument S1 1662.

and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

THE CONSIDERATION for this conveyance is as follows: TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, receipt of all of which is hereby acknowledged.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

MEMPHIS CARWASH, INC.

By: Don Wm. Cockcroft

President

Don Wm. Cockcroft

ATTEST:

Angela B. Smith  
 Secretary

Address of Property Covington Pike, Memphis, TN

Mailing Address for Tax Notices \_\_\_\_\_

EXHIBIT

A



Tom Leatherwood, Shelby County Register of Deeds: Instr. # BY0770

BY 0770

STATE OF TENNESSEE COUNTY OF SHELBY

On this 18<sup>th</sup> day of November, 1990, before me appearedDon Wm. Cockroft

, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn (or affirmed) did say

that he is the \_\_\_\_\_ president of \_\_\_\_\_

Marble's Carwash, Inc.

, and that the seal affixed to said instrument is the corporate seal of said corporation (or association), and that said instrument was signed and sealed in behalf of said corporation (or association), by authority of its Board of Directors (or Trustees) and said \_\_\_\_\_

Don Wm. Cockroft

acknowledged said instrument to be the true act and deed of said corporation (or association).

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires 28<sup>th</sup> day of March, 1993Rebecca Ann Smith  
Notary Public

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_

and \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged themselves to be the \_\_\_\_\_


President and \_\_\_\_\_ Secretary, respectively of \_\_\_\_\_

the within named bargainor, a corporation, and they as such \_\_\_\_\_ President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said \_\_\_\_\_ President, and attesting the same by the Secretary.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_ day of \_\_\_\_\_

<b>MEMBERS TITLE</b> 	<b>WARRANTY DEED</b> BY 0770 STATE TAX <u>655.92</u> RECORDED FEE <u>100</u> RECORDING FEE <u>200</u> TOTAL <u>955.92</u> STATE OF TENNESSEE OFFICE OF THE REGISTER OF DEEDS SHELBY COUNTY 11/1/17	State Tax	\$	\$	\$	Paid MTC 0019
		Clerk's Fee	\$	\$	\$	
		TOTAL	\$	\$	\$	
		Dispute County Court Clerk				

BY 0770

SHELBY COUNTY  
REGISTER OF DEEDS  
90 NOV -5 PM 2:15

STATE OF TENNESSEE, COUNTY OF SHELBY

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is, \$ 193,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.Subscribed and sworn to before me this the 19<sup>th</sup> day of Nov, 1990Laurie A. Kern  
Notary PublicMy commission expires Aug. 17, 1991  
day of \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED ("Deed"), made and entered into this the 9th day of June, 2015, by and between, JOYCE D. STONE, party of the first part, and ALVIN PAUL STONE and JOYCE DIAMOND STONE, trustee(s), or successor trustee(s), of the STONE FAMILY REVOCABLE TRUST DATED JUNE 9, 2015, party of the second part.

WITNESSETH: That, for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, that the party of the first part does hereby specially warrant, bargain, convey, transfer and confirm unto the party of the second part Grantor's fifty percent (50%) ownership in the following described real property ("Real Property"), situated in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

Lot 3, Covington Pike Commercial Center Subdivision, as shown on plat of record in Plat Book 80, Page 33, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said lot.

Derivation Clause: Being the same Real Property conveyed to the party of the first part by Warranty Deed filed of record as Instrument No. BY 0770 in the Shelby County Register's Office.

The party of the first part does hereby covenant with the party of the second part that the party of the first part is lawfully seized and possessed in fee simple of the Real Property; that the party of the first part has a good right to give and convey the Real Property; that the party of the first part warrants the title against all persons claiming under the party of the first part; and that the Real Property is unencumbered, except for 2015 property taxes, which the party of the first part assumes and agrees to pay. Conveyance of this Real Property is subject to subdivision restrictions, building lines and easements of record in Plat Book 80, Page 3, Plat Book 80, Page 33 and Instrument No. S1 1662.

The party of the first part shall remain liable to the party of the second part for any and all title warranties made under this Deed as long as the party of the second part is the record owner of the Real Property. Such warranties shall include any and all warranties against any title risks covered by any title insurance policy in the name of the party of the second part insuring the title of the Real Property.

At the request of the party of the first part and the party of the second part, this Deed has been prepared based upon information and documentation provided by the parties and without conducting a title search or procuring title insurance. Furthermore, this Deed is not intended as, nor constitutes, an opinion of title by the preparer.

This Deed is a transfer of real estate to a revocable living trust created by the same transferor and/or the spouse of the transferor, and therefore is exempt from recordation tax as a transfer of realty under T.C.A. § 67-4-409(a)(3)(F).



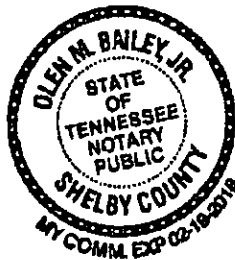
WITNESS the signature of the party of the first part the day and year first above written.

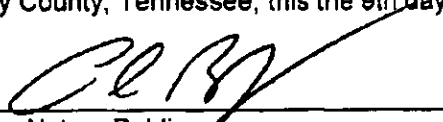
  
JOYCE D. STONE

STATE OF TENNESSEE:  
COUNTY OF SHELBY:

Personally appeared before me, OLEN M. BAILEY, JR., a Notary Public in and for the above State and County, duly commissioned and qualified, the within named JOYCE D. STONE, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in the foregoing document as the party of the first part, and to be the person who executed the foregoing instrument, and to be the person who, under oath, acknowledged that such person executed the foregoing instrument for the purposes contained therein as the person's free act and deed.

WITNESS my hand and Notarial Seal at Memphis, Shelby County, Tennessee, this the 9th day of June, 2015.



  
Notary Public

My Commission Expires:

PROPERTY ADDRESS:

2439 Covington Pike  
Memphis Tennessee 38128

PROPERTY OWNER:

ALVIN PAUL STONE and JOYCE DIAMOND STONE, trustee(s) of the  
STONE FAMILY REVOCABLE TRUST DATED JUNE 9, 2015  
3161 Flint Drive  
Memphis, Tennessee 38115

and

RICHARD L. LAWRENCE  
205 Ballard Cove  
Piperton, Tennessee 38017

PERSON RESPONSIBLE  
FOR REAL PROPERTY  
TAXES:

JOYCE DIAMOND STONE and RICHARD L. LAWRENCE  
205 Ballard Cove  
Piperton, Tennessee 38017

WARD, BLOCK, &  
PARCEL NUMBER:

088032 00138

PREPARER:


Olen M. Bailey, Jr., Esq. (TN BOPR No. 017633)  
The Bailey Law Firm, A Professional Corporation  
5100 Wheelis Drive, Suite 215  
Memphis, Tennessee 38117

Tom Leatherwood, Shelby County Register of Deeds: Instr. # 15057804



*Tom Leatherwood*  
Shelby County Register / Archives

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.

 <b>15057804</b>	
06/16/2015 - 10:41 AM	
2 PGS	
DONOR 1328210-15057804	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	12.00
<b>TOM LEATHERWOOD</b> REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

July 10, 2017

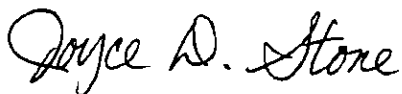
Trans Fishing, Inc  
DBA AAMCO Transmissions  
Richard L Lawrence, Franchisee  
2439 Covington Pike  
Memphis TN 38128

Dear Mr Lawrence:

Be advised that your lease for the above location is being cancelled due to late rental payments and payments still owed but unpaid.

Please, turn over your keys and have your equipment removed from this property by October 1, 2017. The building should be cleaned, or you will be charged for clean up expenses.

Sincerely yours,



Joyce D Stone, President  
Stone-Lawrence  
3161 Flint Drive  
Memphis TN 38115





***TOTAL CAR CARE EXPERTS***

July 31, 2017

**Via Overnight Mail**

Ms. Cindy Elliott – VP/General Counsel  
Safelite Group, Inc.  
7400 Safelite Way  
Columbus, OH 43235


**RE: Possible Lease by Safelite of AAMCO Transmissions Property in Memphis, TN**

Dear Ms. Elliott:

AAMCO Transmissions, Inc. ("ATI") has recently received information suggesting that Safelite Group, Inc. ("Safelite") is considering leasing the real property situated at 2439 Covington Pike, Memphis, Tennessee ("Property") where an existing AAMCO®-branded franchise automotive center ("Center") currently operates. The current Property owner and franchisee of that Center, Richard Lawrence or his entity, is bound by a franchise agreement with ATI (i) to operate the Center under the "AAMCO" name and trademarks at the Property's address until 2029, and (ii) to transfer the assets and/or franchise rights of the Center only to an ATI-approved purchaser who will continue operating an AAMCO® franchise at the location. Unless Safelite intends to become an "AAMCO" franchisee upon leasing and commencing occupancy at the Property (which seems improbable in ATI's view), Safelite's actions would directly result in ATI's franchisee abandoning operation of his franchised business in violation of his franchise agreement and Safelite tortiously interfering with ATI's franchise relationship with its current franchisee.

Kindly call me upon your receipt of this letter so that we may discuss this matter further in order to avoid any possible future legal action. I can be reached at 800-292-8500, extension 170.

Very truly yours,

  
Jordan Zucker  
Associate General Counsel  
AAMCO Transmissions, Inc.





richard Lawrence &lt;memphisaa@gmail.com&gt;

**Center 14772**

15 messages

**Richard Lawrence** <memphisaa@gmail.com>

Fri, Aug 11, 2017 at 2:09 PM

To: Jzucker@aamco.com, Rrajkowski@aamco.com, Jgregory@aamco.com

Mr. Zucker,

Safelite has requested a conference call between Joyce Stone (Stone Family Trust)/ Richard Lawrence, the legal owners of the real property at 2439 Covington Pike, our attorney, Safelies Director of Real Estate, and Safelite's Corporate Counsel, next week.

I respectfully request that AAMCO INC. rescind there letter dated July 31, 2017 to Cindy Elliott VP/ General Council Safelite Group, Inc. Please accomplish this before August 28, 2017.

I have done everything that AAMCO INC. has ask me to do with regard to Selling my business, Franchise, and equipment. I still have no prospect and have had no offers. Let's please wrap this thing up so that I can concentrate on finishing my career on a positive note.

Regards,

Richard Lawrence

Fri, Aug 11, 2017 at 2:14 PM

**Richard Lawrence** <memphisaa@gmail.com>

To: Jzucker@aamco.com, Rrajkowski@aamco.com, Jgregory@aamco.com

----- Forwarded message -----

From: **Richard Lawrence** <memphisaa@gmail.com>

Date: Fri, Aug 11, 2017 at 2:09 PM

Subject: Center 14772

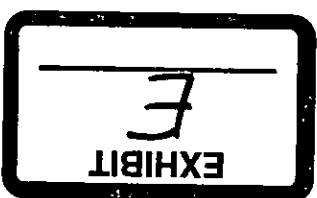
To: Jzucker@aamco.com, Rrajkowski@aamco.com, Jgregory@aamco.com

Mr. Zucker,

Safelite has requested a conference call between Joyce Stone (Stone Family Trust)/ Richard Lawrence, the legal owners of the real property at 2439 Covington Pike, our attorney, Safelies Director of Real Estate, and Safelite's Corporate Counsel, next week.

I respectfully request that AAMCO INC. rescind there letter dated July 31, 2017 to Cindy Elliott VP/ General Council Safelite Group, Inc. Please accomplish this before August 18, 2017.

I have done everything that AAMCO INC. has ask me to do with regard to Selling my business, Franchise, and equipment. I still have no prospect and have had no offers. Let's please wrap this thing up so that I can concentrate on finishing my career on a positive note.



**THE BAER FIRM**  
ATTORNEYS AT LAW  
ONE MEMPHIS PLACE  
200 JEFFERSON AVENUE, SUITE 725  
MEMPHIS, TENNESSEE 38103-8336

BAER & BAER PC

ISADORE B. BAER (1915-2006)  
LAWRENCE E. BAER  
DENNIS R. BAER  
LISA A. ZACHARIAS

TELEPHONE (901) 525-7316  
FACSIMILE (901) 529-1305

October 4, 2017

**FAKED**

**VIA TELEFAX**  
**215-956-0340**

**COPY**

Jordan Zucker  
Associate General Counsel  
AAMCO Transmissions, Inc.  
201 Gibraltar Rd.  
Horsham, PA 19044

Re: Richard Lawrence and Stone Family Revocable Trust  
vs. AAMCO Transmissions, Inc.  
PA 170846

Dear Mr. Zucker:

This office has been retained to represent Richard Lawrence and the Stone Family Revocable Trust in reference to a letter you wrote to their lessee, Safelite Group, Inc., regarding my client's lease to that entity for the property at 2439 Covington Pike here in Memphis, Tennessee.

You stated in that letter, which I submit is a tortious interference with the business relationships my clients have with Safelite, that the franchisee, Richard Lawrence, is in violation of his franchise agreement with your company and unable to lease that location.

You are or should be aware that this property is owned by the Richard Lawrence and the Stone Family Revocable Trust and not by your franchisee, Richard Lawrence. This is a total different entity and it has every right to enter into a lease with whomsoever they choose.

If your tortious interference with my client's lease with Safelite, by your letter to Safelite dated July 31, 2017, is not revoked in writing to both Mr. Lawrence and the Stone Family Revocable Trust, as well as to Ms. Cindy Elliott, the General Counsel at Safelite, my client will be advised of the appropriate legal action to take against AAMCO for this tortious interference and for all damages which are allowed by Tennessee law.

Again, I point out to you that the owners of this real property are a separate entity from your franchisee.





If this action is not taken within seven (7) days of the date of this letter with a copy to this office, legal action may be commenced.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lawrence Baer", with a stylized flourish at the end.

Lawrence E. Baer

LEB/tl

cc:

Richard Lawrence

Stone Family Revocable Trust

Cindy Elliott

**IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE**

---

RICHARD LAWRENCE, Individually,  
JOYCE D. STONE, Individually and as  
Trustee of the STONE FAMILY  
REVOCABLE TRUST,

Plaintiffs,

v.

NO. CH-17-1553

AAMCO TRANSMISSIONS, INC.,

Defendant.

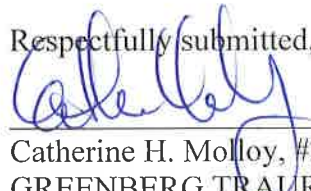
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**NOTICE OF APPEARANCE**

---

Catherine H. Molloy (#26877) with the law firm of Greenberg Traurig, P.A. hereby enters an appearance in this matter as counsel for defendant AAMCO Transmissions, Incorporated. The undersigned respectfully requests that all pleadings, papers, and notices in this matter be served upon her at the address below.

Respectfully submitted,



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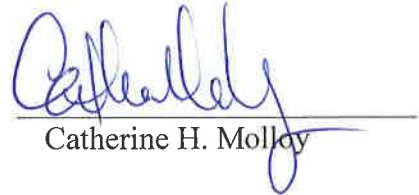
Catherine H. Molloy, #26877  
GREENBERG TRAURIG, P.A.  
101 E. Kennedy Boulevard, Suite 1900  
Tampa, FL 33602  
molloyk@gtlaw.com  
ramosr@gtlaw.com

*Attorney for Defendant*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was sent regular U.S. Mail and/or electronic mail to the following interested parties on this 31st day of October, 2017.

Dennis R. Baer, Esq.  
200 Jefferson Ave., #725  
Memphis, TN 38103  
(901) 525-7316

  
Catherine H. Molloy